

Terms and Conditions.

Please read this carefully. By accessing this website you are agreeing to the terms and conditions that appear below. If you have any comments or questions, please contact us at Martins of Hawkhurst.

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1 Introduction

In making use of the Website you agree to abide by any and all of the following terms and conditions governing use of the Website ("Acceptable Use Policy").

No charge is made by Martins of Hawkhurst for your use of the Website, though you should be aware that local telephone call charges at rates as publicised by your telephone operator may apply.

2 Acceptable Use Policy

You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any content uploaded or distributed or stored by you does not infringe the rights of others.

All material on the Website and any material sent to you by e-mail or any other form ("the content") belongs to us or our licensors. You may retrieve and display content from the Website on a computer screen, print individual pages on paper, photocopy and store such pages in electronic form on disk (but not on any server or other storage device connected to the network) for your personal, non-commercial use.

We own the copyright and all other intellectual property rights associated with the content, save where otherwise stated.

Except as specifically stated in these terms, you may not do any of the following without prior written permission from us:

Reproduce, modify or in any way commercially exploit any of the content;

Redistribute any of the content (including by using it as part of any library, archive or similar service);

Remove the copyright or trademark notice(s) from any copies of content made in accordance with these terms;

Create a database in electronic or structured manual form by systematically downloading and storing all and any of the content. Requests to republish, redistribute or link to content should be addressed to Martins of Hawkhurst, mail@martinsofhawkhurst.co.uk.

You acknowledge that Martins of Hawkhurst is a trademark and that you may not use it without the written permission of Martins of Hawkhurst.

You agree not to:

- Impersonate another person or use a false name or a name you are unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications;
- Modify, access or make available data stored on a computer device which you have accessed through our network, when either the owner of the data, computer or device has taken steps to prevent you from doing this or the owner has expressed a wish that you do not do this;

- Make available or upload files that contain software or other material, data or information not owned or licensed to you or collect information about others (e.g. names/addresses) without their prior consent;
- Damage, interfere with or disrupt access to the Website or do anything which may interrupt or impair their functionality;
- Save as authorised in these terms, make any commercial or business use of the Website or resell or commercially benefit from any part or aspect of the Website;
- Publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
- Threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- Make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
- Falsify the true ownership of software or other material or information contained in files made available via the Website;
- Obtain or attempt to obtain unauthorised access, through whatever means, to the Website, other services or computer systems or areas of our or any of our partners' networks which are identified as restricted;
- Set up links to the website, except to the home page of Martins of Hawkhurst without express written permission from the Web Master.

We retain the absolute right to prevent you accessing the Website, without prejudice to any of our accrued rights, where we in our sole discretion consider that you are contravening our Acceptable Use Policy or any other aspect of these terms

3 Registration

Where the Website requires that you register in order to use it, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your e-mail address) by altering your details as appropriate.

- Any other person sharing your user name and password;
- Access through a single user name and password being made available to multiple users on a network.

When you register to use the Website, you will be obliged to click on an icon indicating that you have read, understood and accepted these terms and conditions. You will not be allowed to register unless you indicate your acceptance of these terms and any other terms and conditions that may apply.

4 E-mail Policy

We will not respond unless required to do so by law to any electronic mail ("e-mail") which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. We reserve the right to take such action as we in our sole discretion deem fit in respect of such material.

Unless you indicate to the contrary all e-mails received will be taken to be submitted, where appropriate, for publication, free of charge. If we decide to publish an e-mail from you on the Website we will incur no liability to you by doing so.

Where appropriate we will endeavour to respond to e-mails with 2 days of receipt, but we cannot and do not guarantee to respond to e-mails. E-mails will generally be stored for 12 months after which time they will automatically be deleted. An e-mail sent to the incorrect destination is liable to be deleted immediately and if you are unsure of the correct destination for your e-mail please contact mail@martinsofhawkhurst.co.uk.

5 Liabilities

You agree that we have no control over third party content and information which can be accessed using the Website and that we do not examine or edit the use to which you or others put the Website or

the nature of the content or information being accessed and that we are excluded from all liability of any kind arising from such content or information.

You furthermore agree to indemnify us in the manner set out below in these terms in relation to your use in any way of the Website.

We reserve the right to remove any information/material we deem to be in breach of any of these terms without notice, and without prejudice to any other accrued rights, and/or to make available such information/material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

We take all such steps as are reasonably necessary to provide a fast and reliable service, but exclude to the fullest extent permitted by law any liability for the security of the services on the Website or for any disruption of the Website however caused, loss of or corruption of any material in transit, or loss of or corruption of material when downloaded onto any computer systems.

We provide the Website on an "as is" basis and make no representations or warranties of any kind as to the Website or the content. We make no representations or warranties about the accuracy, completeness or suitability for any purpose of the content published on the Website. Any liability, however it occurs, for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

6 Indemnity

You agree to indemnify and hold us and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any character incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Website and/or a breach of the Acceptable Use Policy and/or any of these terms.

7 Software and Security

We are not responsible for any technical or other issues that may arise if you download software from external third party website (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the Website.

8 Changes to these Terms and Conditions

We reserve the right to make changes to any part of the Website. Due to our policy of updating and improving the Website, it may therefore be necessary to change these terms.

In the event that we change the terms, we will notify you by providing a clear link within the relevant Website to the detailed changes. If you use the Website after we have published or notified you of the changes, you will be agreeing to be bound by those changes. If you do not agree to be bound by them, you should not use the Website.

9 Advertising and Sponsorship

The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with applicable laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material. Please refer to our privacy policy for the use of cookies in relation to targeting potential advertisers.

10 Termination

We may terminate the provision of the Website or restrict your access to them without any prior notice to you where (by way of example and without limitation): (1) there is a regulatory or statutory change limiting our ability to provide the Website; (2) any event beyond our reasonable control prevents us from continuing to provide the Website (for example, without limitation, technical difficulties, capacity problems and communications failures); or (3) we consider in our sole discretion that you are abusing the services provided by the Website or are otherwise acting in breach of these terms.

As this is a shared service with other users, you agree that if the demand for the services provided by the Website is in excess of our ability to meet the capacity, we may either share the capacity among all users or we may give you notice by e-mail that the provision of the Website will terminate. Any such termination will not affect your accrued liabilities incurred prior to any such termination.

11 Additional Services

These terms shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms.

For our exclusive benefit, we shall retain the right to bring proceedings as to the substance of the matter in the courts of your country of residence or, where these terms are entered into in the course of your trade or profession, the country of your principal place of business.

12 Choice of law and Jurisdiction

Your dealings with any third parties, in particular advertisers and/or merchants, through the services provided by the Website and any terms, conditions, warranties or representations with such third parties are solely between you and such third party. You agree that we are not liable for such dealings, and you agree to indemnify us in the manner referred to above in these terms in relation to such dealings.

13 General

You may not assign, sub-license or otherwise transfer any of your rights under these terms. If any part of these terms and conditions is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these terms, this will not be taken to mean that they have been waived.

14 Contact

If you have any queries concerning any part of these terms and the privacy and e-mail policies contained in them, please contact us at mail@martinsofhawkhurst.co.uk.

15 Data Protection

We at Martins of Hawkhurst will only use any personal data collected during your use of this website in accordance with current UK data protection legislation. Please look at our Privacy Policy to find out what we propose to do with your data and your options.